Cinevue, Ic., DBA

# The Lusty Lady Performer Handbook

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# GENERAL STATEMENT OF POLICY

This Performer Handbook provides you with an overview of the policies and general information about Cinevue, Inc., dba, **The Lusty Lady** ("**The Lusty Lady**").

The policies in this Performer Handbook are guidelines only, not promises of specific treatment in specific situations, and this Performer Handbook is not intended to be, nor should it be construed as, a contract, express or implied, between **The Lusty Lady** and its performers.

**The Lusty Lady** expressly reserves the right to change any of its policies, including those covered by this Performer Handbook, at any time and at its sole discretion. **The Lusty Lady** will notify you of those changes by appropriate means, and the changes will be effective on the dates determined by **The Lusty Lady**. You may not rely on policies that have been superseded.

No person other than the General Manager or an authorized Show Director has any authority to alter these policies and any alterations must be set forth in writing. The application and interpretation of these policies, practices, and procedures shall be determined by the management of **The Lusty Lady** at its sole discretion. If you are uncertain about any policy, please check with a Show Director.

## At-Will Employment

Employment with **The Lusty Lady** is "*at-will.*" This means that employment and compensation can be terminated, with or without cause, at the option of either you or **The Lusty Lady**. No representative of **The Lusty Lady** has the authority to enter into any agreement for employment for a specified period of time or make any representations or agreement contrary to at-will employment.

## Prior Policies Superseded

This Performer Handbook supersedes all previous policies or procedures manuals or handbooks, as well as any memoranda or policy statements that may have been issued relating to the employment of performers at **The Lusty Lady.**

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# INTRODUCTION

Welcome to **The Lusty Lady**. This Performer Handbook should be kept throughout your employment. It was designed to provide you with information about **The Lusty Lady** and to summarize its policies and procedures. It may not, however, answer all of your questions. It is impossible for any handbook to cover all events or circumstances which could arise. If you need additional information, please contact a Show Director. We will keep you advised of changes in policies or the Performer Handbook through written notices, employee meetings, or issuance of revised copies of the Performer Handbook (or inserts to the Handbook).

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# I. EMPLOYMENT BASICS

## Nature of Employment

**The Lusty Lady** cannot commit to employing *any* performer for a long period of time because our customers pay to see a show that has variety and change. Your opportunity to earn high wages for part-time work is made possible by recognizing and responding to customer demand. Management must make business and employment decisions, including decisions to let performers go, based on its experience and observation in order to ensure continued operation of the theater. Providing the customers with a variety of performers week to week also means that no performer can be guaranteed a minimum number of hours each week.

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## Scheduling

In general, the Show Directors will prepare the weekly performance schedule and make it available on Thursday at 6:00 p.m. for the following week (Monday-Sunday). A copy of the schedule will also be included in each performer's pay or paystub envelope. Performers who did not work the previous week may get a current schedule from the schedule bin in the dressing room. EVERY PERFORMER MUST CHECK THE SCHEDULE EVERY WEEK. You are responsible for knowing your work schedule. If you have any questions about your scheduling, contact a Show Director.

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Schedule Requests that are different from your permanent availability are due one week ahead of time by Monday at 1:00 p.m. Schedule request forms are kept in the bin, and may be delivered to a Show Director in person, over the telephone during office hours, or after hours through the door slot.

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The Show Director cell phones have a digital paging system. You can enter your phone number if you have a touch tone phone. The cell phones also have an answering service feature. After the greeting, you can leave a voice mail message.

## Emergencies

**THERE IS ALWAYS A SHOW DIRECTOR ON-CALL TO ASSIST YOU IN AN EMERGENCY SITUATION.**

**NO MATTER WHAT TIME OF DAY OR NIGHT IT MAY BE, THE SHOW DIRECTORS SHOULD BE CALLED IF YOU HAVE AN EMERGENCY, OR IF THERE IS AN INCIDENT THAT NEEDS TO BE REPORTED TO MANAGEMENT IMMEDIATELY. FOR EXAMPLE, SHOW DIRECTORS HAVE RECEIVED EMERGENCY PHONE CALLS FROM PERFORMERS CONCERNING: AN INJURY AT WORK, FEELING TOO ILL TO WORK, OR WITNESSING ANOTHER PERFORMER BREAKING THE NO DRUGS/ALCOHOL RULE AT WORK.**

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## Trading and Picking Up Shifts

**The Lusty Lady** offers flexible scheduling. You can trade or give away shifts and pick up shifts "on-call" by following the guidelines and restrictions set forth in this Section of the Handbook:

### Shift Guidelines

- You must find a performer who is willing to take or trade for your shift. To avoid misunderstandings, you should arrange all your schedule changes directly with the other performer(s) involved. Do not rely on answering machines or messages left with roommates.
- You and your replacement must both notify a Show Director of the schedule change.
- Every attempt should be made to make all schedule changes only during the Show Director's office hours. If the schedule change is to occur after office hours, and before the next scheduled office hours, please call the Show Director who is on-call.
- You must inform the Front Desk of all approved schedule changes.
- You must update the master schedule in the Dressing Room.
- If you have an emergency and cannot work your shift, you must notify a Show Director with as much advance notice as possible. Follow the guidelines for replacing your

shift(s) and inform the Show Director that you need assistance in replacing your shift(s).

### Shift Restrictions

- The Show Directors may not allow the schedule change if the replacement performer has no-showed recently and has not met with the Show Directors about the no-show and/or if the replacement performer has worked the same shift or a similar shift that week or the same shift the week before.
- More than one Private Pleasures shift a day is allowable, but back-to-back Private Pleasures shifts must be approved by a Show Director.
- Non-emergency schedule changes will not be approved after 10:00 p.m.
- There must be at least 15 minutes between any Stage and Private Pleasures shift.
- No performer may work more than the following maximums, without the express approval of a Show Director, whether the work hours are acquired through regular scheduling, trading or picking up shifts, or being on-call:
  - ◊ No more than eight (8) hours in any one day.
  - ◊ No more than twenty (20) dance hours performed in any pay period.

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  - ◊ No more than six (6) working days in any seven-day period.
  - ◊ No more than two shifts per week that begin in the following time periods:
    a. Opening 3:00 p.m. Mon-Fri
    b. 3:00 p.m. 9:00 p.m. Mon-Fri
    c. 9:00 p.m. Closing Mon-Fri

If you are scheduled for more than two shifts in a time block, it is considered approved by a Show Director.

Subject to these guidelines, split shifts and back-to-back dance shifts are permitted.

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## Being "On-Call"

If you are available to work additional hours during the week, place your name on the "on-call" list for the days and times that you are available. Please remember the order of the names on the on-call list does not indicate the order performers are called to replace shifts.

Many performers consult the on-call list in the dressing room when making trades or giving shifts away.

In consideration of others, please cross out your name if you are no longer on-call for the day(s) you are signed up.

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# Breaks and Lunches

## Live Show Breaks and Lunches

While working on stage, all performers take their breaks in a continuous rotation. Here is a summary of how the Live Show breaks work:

How long is my break? Breaks are ten (10) minutes long. They start, and end, when the last digit on the digital clock is on the zero (0). When your break is over, you must go back on stage immediately so the next performer gets her whole break. Returning late from your break is a violation of the performer's standards (*see* page 7of this Handbook for more on this subject), and may result in discipline up to and including termination. Out of consideration to others, if you ever return late you need to refund the missed time to the performer on her next break.

When is my first break? Generally your shift will begin at the same time another performer's break is ending. In this situation, your first break will be immediately after her next one.

What if my break gets skipped? If your break gets skipped, take the next break. You don't have to wait for the next full rotation. Be sure to discreetly let your co-workers know what's going on. If someone is a little tired, and you're not, it's ok to swap breaks. Let everyone know (in a discreet manner) so there is no confusion later. If the break order gets changed (see above) keep the new order.

How often do I get a break? You should have at least one break every hour. The frequency depends on the number of performers working. If there are 5 performers on stage, your break will be every 50 minutes. If there are 4 performers, it will be every 40 minutes. If there are 3 performers, it will be every 30 minutes.

My break starts 10 minutes before my shift ends. You got lucky! We call this a "Lucky Break." When you leave the stage please announce the code phrase "Lucky Break" to your co-workers so they know you're leaving. This will help prevent confusion when it's time for the next break.

What about lunch? If you have a 5 hour (or longer) stage shift, Washington State law entitles you to an optional 30 minute unpaid lunch break. You are required to punch out and in again if you take a lunch. You cannot take a lunch break if you work less than 5 hours, and you cannot take the lunch break during the last half hour of your shift. You must decide approximately what time you are going to take your lunch break and let the other performers know. When you leave the stage for your lunch, remind everybody that you are taking a lunch break. You are not entitled to a regular 10-minute break during a lunch break. While a performer is at lunch the normal break rotation will continue for the remaining performers.

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### Private Pleasures Booth Breaks and Lunches

When you're working in the Private Pleasures booth you need to coordinate breaks with Support Staff. If you are scheduled for a Private Pleasures shift that is longer than 1.25 hours you are welcome to take a 10 minute break. Call the front desk and ask if it's an ok time to take your break. When they are available, they will escort you to the dressing room. Be sure to place the "Will return in 10 minutes" sign in the window and shut the curtain before you leave. When you are ready to return, call and ask for an escort back to the booth. You may not take your break 10 minutes before your shift ends, that is, your break may not the last 10 minutes of your shift.

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# II. PERFORMER'S STANDARDS

## Performance Policies

A performer's job is to provide customers with high quality, engaging performances. Customer focus, positive customer response, treating customers and your fellow employees with respect, punctuality, and following all applicable employment rules and regulations are job requirements for performers.

**The Lusty Lady** may occasionally update, change or amend certain policies and standards and require you to sign or otherwise acknowledge its current performer standards in a document separate from this Performer Handbook as a condition to your continued employment.

Current policies relating to performances include the following:
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## Punctuality

At **The Lusty Lady**, we expect performers to start their shifts on time and to be fully prepared for work at their scheduled starting time. Accordingly, as a performer, you agree that:

1. I will be in the theater in time to prepare myself to look professional prior to going on stage.
2. I will be on stage ready to perform by my scheduled time. I understand that even if I am only one minute late on stage or in the Private Pleasures booth for my scheduled shift that I will be considered late.
3. If I'm not in the theater preparing to perform by my scheduled time, a Show Director will be called and my shift may be replaced.
4. When I accept a shift from someone else (*see* page 3, regarding switching shifts), I will notify the Show Director that I have accepted the shift. I will be responsible for correcting the dressing room schedule.
5. I will notify the cashier of all schedule changes.

If you have not arrived 10 minutes before your scheduled shift begins, the cashier will notify a Show Director. If you have not arrived by the time your shift begins, the cashier will call the Show Director again, and she may replace your shift. IF YOU REALIZE THAT YOU ARE GOING TO BE LATE TO WORK, you must contact a Show Director immediately. (If you call the business phone, and there is not a Show Director in, the cashier can transfer your call to the Show Director's home or cell phone). She may be willing to save your shift for you if you take the initiative to call her. You must contact a Show Director during their next available office hours to discuss your tardiness. If you no-

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show and do not contact a Show Director within 24 hours your shifts for the week may be replaced. If you do not contact a Show Director within 72 hours, your file may be closed.

Schedule errors do happen sometimes, and we will excuse any late or no-show that happens as result of a scheduling error. If you see that there is a scheduling error, please report it to a Show Director as soon as possible.

**The Lusty Lady**, at its sole discretion and without setting a precedent as to the absent or tardy employee, or any other employee, MAY excuse any absence or lateness. For example, we may excuse an employee for an absence or lateness caused by illness, injury, transportation difficulties beyond the employee's control, or other mitigating circumstances. We expressly reserve the right to terminate any employee for lateness or absenteeism.

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## Attendance at Performer and Staff Meetings

You agree to attend all Performer Meetings and All-Staff Meetings on time. In general, Performer Meetings are held about every 6 months. These meetings are mandatory and are an important part of your job. You will be paid for a minimum of 2 hours at the meeting rate for your attendance. Meetings will be announced on your schedule, posted in the dressing room, and reminders will be put in with your paychecks.

Contact a Show Director in advance to be excused from a Performer or All-Staff Meeting. Performers will be excused from meetings for the following reasons: prearranged leave of absence, working past 12:30 a.m. the night before a meeting that begins before or at 12 noon, or working during the meeting. Of course, you may attend even if you are excused.

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## Performances, Professionalism, Courtesy, and Safety

As a performer, you agree that certain standards must be maintained to ensure the quality and professionalism of performances, the appropriateness of the work environment and the safety of you and the other employees of **The Lusty Lady**. Accordingly, you agree to the following, in addition to the other policies that **The Lusty Lady** may adopt from time to time:

1. I will be responsible for there being only one performer off the stage at a time. I will not overlap breaks with other performers. I will return to stage on time after my break. I will not shout from the dressing room or on stage for the next performer to begin her break. I will do my grooming, costume changes, phone calls, using the restroom, and other personal activities while on my break.
2. I will keep my attention focused on the customers while on stage. I will not eat, drink, smoke, chew gum, comb my hair, put on make up, change costumes, or carry on

distracting conversations while on stage. I will limit time spent cleaning the mirrors on stage to times when the live show is not busy.

3. I understand that I am required to perform for the customers in both the one-way and two-way booths. I also understand that I am being paid to perform even if only one window is open. I understand that one-way windows are intended to be for customer privacy and attempts to view the customer will be done in a discreet manner.
4. I will not reveal personal information about myself or others while on stage or in the Private Pleasures booth.
5. Inter-Performer contact:
   a. Never intentionally touch any body area where vaginal fluids may be present.
   b. Should you accidentally get such fluids on your hands, immediately apply disinfectant gel before touching anything else with the contaminated hand(s), including the disinfectant container.
   c. Wipe off and disinfect any surface(s) you may have touched immediately after cleaning your hands.
   d. When exiting the stage for a break, immediately wash your hands. **According to Jeffry Leons, C.I.H., who reviewed our Exposure Control Plan, "Hand washing with soap and water is always the preferred alternative over using sanitizing/antimicrobial products. If it is infeasible to wash with soap and water (e.g., a person would touch door knobs, etc., with contaminated hands) then sanitizing products are permitted. However, in all cases, hands must be still be washed with soap and water as soon as possible after using an antimicrobial product."**
   e. To prevent exposing other performers to your fluids and avoid theirs, do not sit nude on seating areas without a towel or other covering underneath you.
   f. Do not touch the drapes, the drape pull, or booth doorknob without first using disinfectant gel.
   g. Always place a towel, sheet, or other protective covering on the floor of the Private Pleasures Booth (see "e," above).
   h. After completing your shift in the Private Pleasures Booth, immediately wash your hands.

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6. I will not loiter.
7. I will not distract or disrupt any other person in his/her job performance. Trying to engage others in conversation is considered distracting. I understand that everything that is said on stage can be overheard by the customers, and I will never raise my voice at or make degrading remarks about the customers or other performers while on stage or in the Private Pleasures booth. I will always treat the customers and my co-

workers with respect. If a customer is engaging in a behavior that violates company policy, I will politely ask him/her to discontinue their behavior. If he/she continues to engage in this behavior, I will call the front desk and ask the Support Staff to address the situation.

8. I will not engage in any activity that may cause injury to myself or others. I understand that I need to be aware of where my body is, so that I do not step on, kick, bump into, injure, etc., any other performers while on stage.
9. I will not use scented or perfumed grooming products while on stage, or before going on stage. These products may include: body oils, lotions, essential oils, hair spray or perfumes. If you are wearing such a product, you will be asked to shower, or to go home. Please use an antiperspirant or deodorant throughout every shift. The product you choose must be perfume-free. Fingernail polish and fingernail polish remover may **not** be used in the dressing room. You may use these products in the smoking lounge.

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10. I will not admit anyone into the dressing room or any other locked communal work area.
11. I will answer all intercom calls on the dressing room phone. This telephone is for shift replacement only. The pay phone in the back dressing room is available for your personal calls.
12. I will read, understand and adhere to all **The Lusty Lady** policies, including those set forth in this Performer Handbook.
13. I will communicate in a straightforward and accurate manner. I understand that I can talk to the Show Directors or the General Manager about concerns that I have about my job, co-workers, management, or any other employment-related concerns. I understand that honest communication is an important part of my job. I agree to promptly communicate with a Show Director should a policy be broken or if I have questions or concerns about any policies of **The Lusty Lady**.
14. I understand that it is required that I have a reliable form of communication at all times. This may be a home telephone number, voice mail, a cellular phone or a pager. I will be responsible for notifying the Show Directors if my number changes.
15. I will do whatever is appropriate to support all others in meeting these standards. I will do this in a respectful manner (in a way I'd like to be treated if I needed support). I will make it safe for others to confront me. I will accept constructive criticism graciously.
16. I understand that I'm not expected to perform on stage or in Private Pleasures in any manner inappropriate to my own personal standards. Furthermore, I understand that other people are entitled to perform according to their own personal standards, without criticism or censure from me.

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17. I will respect the property of **The Lusty Lady** and of the people I work with. If I want to use something that belongs to **The Lusty Lady** or somebody else, I will get permission.
18. I understand that I have been hired with consideration to my current appearance. I will adhere to the working tattoo/piercing policy of **The Lusty Lady** (*see* page 11 of this Handbook).
19. I understand that my appearance as a performer is vital to the success of the show and I will groom myself accordingly. The word groom includes, but is not limited to, hair color and style, costumes, cleanliness, and fluctuations in body weight. I will consult with the Show Directors before making any major change in appearance. If I do not, I understand that, at a minimum, I may not be scheduled. I understand that the Show Directors' subjective opinion on performers' appearance is final.
20. I understand that I was hired based on what the Show Directors saw during my audition. I understand that I am expected to do a show similar to, or better than my audition, and in compliance with the feedback I receive from the Show Directors. Any significant changes in my ability to maintain this level of performance must be discussed with a Show Director. I understand that the failure to meet these standards can result in termination.
21. I will not arrive to work in any state of intoxication, caused by any substance. I will not be on the premises at any time in an intoxicated or impaired state. TO USE, HAVE, BUY, SELL, OR EXCHANGE LEGAL OR ILLEGAL DRUGS, OR ALCOHOL, ON THE PREMISES WILL RESULT IN IMMEDIATE TERMINATION. I understand that I will be terminated if I bring drug paraphernalia to work. (*See* page 22 of this Handbook for further information on **The Lusty Lady's** alcohol and drug policies).
22. I will protect the confidentiality of the phone list. I will not give out the names, phone numbers, or schedules of employees of **The Lusty Lady**. I will not leave the phone list out where non-employees can read it. I will destroy my old phone list at the end of each week and replace it with a new one.
23. I will not solicit or accept dates, rides, tips, or phone numbers from customers or friends while on the premises.

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## Tattoos and Piercings

**The Lusty Lady** reserves the right to change or amend this policy at any time and for any reason. Non-compliance with the Tattoo and Piercing Policy is grounds for termination.

### Tattoos

1. All performers may show the tattoos that they currently have.

2. The Show Directors have complete discretion in hiring (or not hiring) new dancers with tattoos. All new employees must fill out a Tattoo and Body Piercing Map during their paperwork appointment. Current employees must also complete a Tattoo and Body Piercing Map.
3. No employee will be required to cover any tattoo with clothing or makeup.
4. If you want to get a new tattoo you may enter the "tattoo lottery." Designs must be approved by the Show Directors. The lottery will be drawn monthly and the winner is approved to get the tattoo for which she was approved.
5. An unapproved new tattoo will result in termination.

**Piercings**

1. The following piercings are acceptable: pierced ears, navel piercings, nipple piercings, clitoral piercings, labial piercings, nostril piercings, and tongue piercings.
2. Septum piercings are not allowed on stage. Any other facial piercings must be approved by a Show Director.
3. If you wish to get a new piercing, you must: (a) notify the Show Directors that you are going to get a piercing before you get it; (b) update your body map.
4. You may wear any piercings during your Private Pleasures shifts.

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## Costuming

How do our customers want performers to look? They want glamour, feminine hair and makeup. Costumes should be in good shape (not tattered). We are advertised as an "All Nude Show," so costumes may only be used as decoration, not as covering. Going naked is preferred.

Always look on stage to see what everyone is wearing: Our stage dress code is focused on variety and nudity. When you arrive to work, look on stage to see what others are wearing so you can dress to complement the variety. If we are having a theme day, you are welcome to dress for it. It is your responsibility to uphold the costuming policy as well as supporting your fellow performers in upholding this policy.

Costumes: Garter belts, stockings, waist cinchers, boas, gloves, and jewelry are always acceptable for the stage. Scarves must be sheer without patterns -- or if they are not sheer they must be worn so they do not cover breasts, buttocks or pubic area. Sheer crotchless panties are okay. Shirts must be completely sheer or styled in such a way that they do not cover the breasts. No more than two performers may wear shirts on stage at a time. Skirts must be no more than 9 inches long and no more than two performers may wear skirts on stage at a time. A good rule of thumb is that no more than 30% of your body should be covered while on stage. When in doubt, check with a Show Director.

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The following costumes are NOT appropriate for stage: full cup bras, folded up or torn shirts or tank tops, full shirts, dresses, slips, or full panties. If you want to wear a demi cup bra, it must be approved by a Show Director prior to going on stage. The customers are expecting an all nude show, and we need to provide what we advertise.

No street shoes are allowed on stage: Shoes are required unless you make special arrangements with the Show Directors. We require shoes for safety, to keep the carpet cleaner, and for sanitary reasons. It is an excellent idea to buy a pair of shoes just for work. We want sexy, feminine shoes. If you wear your stage shoes in the hallway, you need to clean them before you wear them on stage.

Wearing wigs: Wigs can greatly enhance your show. It can be fun to play dress up and to change your appearance from time to time, but it's important that the wig look realistic, and for it to be in good shape. You must have the wig approved by the Show Directors before wearing it.

Hair color or style changes: These must be discussed with and approved by the Show Directors prior to making the change. One of the ways we schedule is according to hair color, style and length.

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## Unauthorized Customer Filming and Photography

All performers are required to sign **The Lusty Lady's** standard Camera Agreement. Although **The Lusty Lady** takes action to prevent performers from being filmed or photographed by Customers, we cannot guarantee that it won't happen. Despite signs throughout the premises prohibiting cameras and the efforts of Support Staff to check or confiscate this equipment, customers may occasionally use cameras or video equipment on the premises. Any and all filming or photography by employees requires prior written approval from Management.

REVISED: 23-Dec-02

1. If I see a camera or video recorder while performing on stage, I will discreetly ask another performer to call the front desk or use the ***"Flash Gordon"*** code. I will give the booth number and a brief description of the customer, if possible, and will make an effort to continue to occupy the customer's attention while another performer makes the call and Support Staff handles the situation.
2. If I need to call the front desk, I will make the call discreetly and calmly, providing the necessary information. I understand that communicating information to the front desk in a clear, calm, and discreet manner makes it easier for the Support Staff to locate the customer and confiscate the film.

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3. I understand that it is not acceptable for me to behave in an abusive manner, blame co-workers, or jeopardize the safety of other employees, and that disciplinary action will be taken if I do so.
4. I understand and have considered these issues and I take responsibility for choosing to work at **The Lusty Lady** even though there is a chance that I may be filmed or photographed without my consent.

REVISED: 26-May-00

## Live Show Videotaping

**The Lusty Lady** videotapes the live show during certain hours. This videotaping is done for the purpose of allowing the Show Directors to review and analyze performances. These tapes are *not* made for the purpose of distribution or any kind of commercial exploitation. **The Lusty Lady's** policy is to tape-over or erase these videotapes after use and to retain them in a secure location. **The Lusty Lady** will take all reasonable steps to protect and maintain the security of these videotapes.

REVISED: 5-Jun-99

# III. PERFORMER WAGES

## Pay Scale

During their paperwork appointment, all newly hired performers will receive a handout with the current wage schedule for Stage wages, Changing time, Private Pleasures minimum pay, and meeting pay.
REVISED: 23-Dec-02

## Pay Period

Our pay period is 7:00 a.m. Monday through 6:59 a.m. the following Monday.
REVISED: 23-Dec-02

## Paid Changing Time

Each performer will be allowed a maximum of fifteen (15) minutes per work day on paid time to be used as changing time prior to and following her shift. Such time shall be paid at the rate of two dollars ($2.00) per work day (the greater of eight dollars ($8) an hour or the current Washington State minimum wage).
REVISED: 16-Mar-06

## Private Pleasures Booth

The Private Pleasures booth is a private, one-on-one, talk and fantasy booth. Our customers have the opportunity to talk to you alone and make requests. In the Private Pleasures booth, you have the potential to make a lot more money per hour than your stage wage.

The most important thing to know about working in the Private Pleasures booth is that you do not have to do anything with which you are uncomfortable, and you do not have to do a show for a customer with whom you are uncomfortable.

### Private Pleasures General Information

- The primary factor in allocating scheduled booth shifts, and the opportunity to make more money per hour, is your individual earnings per hour in the booth.
- You may ask the customer for tips.

If you decide to perform in the booth, and are approved by a Show Director to perform, they will provide you with a "step-by-step" series of policies, procedures, explanations and suggestions relating to the Private Pleasures booth.
REVISED: 5-Jun-99

# IV. EMPLOYEE RELATIONS

## Equal Employment Opportunity

**The Lusty Lady** is an equal opportunity employer. **The Lusty Lady** does not discriminate based on race, color, national origin, religion, sex, sexual orientation, age, disability, marital status, or any other legally-protected status. **The Lusty Lady** complies with all federal, state and local laws which prohibit discrimination in employment.

**HOWEVER, IT IS A BONA FIDE JOB REQUIREMENT FOR PERFORMERS TO BE FEMALE, OVER THE AGE OF EIGHTEEN AND PHYSICALLY ABLE TO DANCE.**

REVISED: 5-Jun-99

## Anti-Harassment Policy

It is **The Lusty Lady's** intent to provide a work environment free from sexual and other unlawful harassment. **The Lusty Lady** prohibits all forms of unlawful harassment, whether on the basis of sex, sexual orientation, race, religion, disability, age or any other lawfully protected status.

Harassment, particularly sexual harassment, may be very difficult to recognize. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct when submission to such conduct is made a term or condition of an individual's employment or when such conduct creates a hostile working environment. Examples of prohibited conduct include, but are not limited to, objectionable verbal comments of a sexual nature, off-color jokes, displays of obscene literature or drawings, obscene gestures, constant demands for dates, demands for sexual favors, criticism of an employee with sex as a basis for the criticism, and any type of physical touching (including but not limited to patting, pinching and hugging) which is unwelcome. All **The Lusty Lady** employees are expected to work actively to maintain a workplace that is free from unlawful discrimination and harassment based on sex or any other protected basis, and to conduct themselves in such a way so as to ensure that no discrimination or harassment occurs.

If you feel you have been subjected to unlawful harassment, or that an employee has obtained more favorable treatment due to discrimination, please notify a Show Director immediately. If the discrimination or harassment involves a Show Director, or if you do not feel comfortable notifying the Show Director, you should instead immediately report your concerns to the General Manager or any other member of the management of **The Lusty Lady**. Your concerns will be taken seriously and investigated promptly, and you will not suffer retaliation for reporting such concerns. all investigations will be conducted as confidentially as possible. It is important that such situations be identified and reviewed so

that any improper actions can be corrected. Your cooperation will help us all avoid and mediate such problems.

REVISED: 5-Jun-99

## Personal Information and Personnel Records

Your personnel records are confidential. Although **The Lusty Lady** is required to comply with lawful court orders and government requests directing us to provide information from your personnel records, generally speaking, without specific written authorization from you, only your job title, salary, and verification of employment dates will be released.

When you move, change your telephone number, or make other changes in your personal information, please keep management informed of such changes so we can keep your personnel record accurate and up-to-date. It is your responsibility to see that **The Lusty Lady** has your address and other information so that it can communicate with you as needed.

You may review your personnel record at any mutually convenient time. If you wish to do so, please notify the Show Directors so that a specific time may be scheduled when a representative of **The Lusty Lady** will be available to answer your questions. Any concerns regarding the completeness or accuracy of the information contained in your files should be taken up with the Show Directors or the General Manager. If you do not feel that the information contained in your file is accurate or is relevant, you may place your own statement in the file. Examination of personnel files will generally be limited to scheduled office hours one time per year.

REVISED: 5-Jun-99

# V. CONDUCT, DISCIPLINE, COMPLAINTS, TERMINATION

## Standards of Conduct and Discipline

**The Lusty Lady** must take action to preserve a productive work environment, prevent inappropriate behavior, and ensure that its employees and customers are treated properly and with respect. If you violate a company policy or procedure, **The Lusty Lady** will take action dependent on the particular situation and the circumstances of the infraction(s).

Disciplinary action short of termination, while not guaranteed, may take the form of a verbal warning, a written warning, a performance evaluation indicating unsatisfactory performance in one or more areas, probation or suspension. Which of these options is chosen, or whether any of them are used prior to termination, is at the sole discretion of management.

Any disciplinary action taken, or not taken, shall be at the sole discretion of management and shall not set a precedent as to the affected employee or any other employee.

REVISED: 5-Jun-99

## Complaint Resolution

It is our intent to try to do what is reasonable in our day-to-day relations with our performers. Therefore, you are urged to bring any problem or concern about any term or condition of employment to the Show Director(s) in order to provide us an opportunity to review and resolve the situation. We will respond as soon as is reasonably possible.

While we encourage you to discuss problems in the first instance with your Show Director(s), we recognize that the problem could involve your Show Director and make you reticent to discuss it with that person. In that case, please contact the General Manager. The General Manager will investigate, review, and discuss your concern with you as soon as possible and will try to give you a response within fifteen (15) days. The decision of the General Manager will be final.

This complaint resolution procedure is also available to employees with sexual harassment concerns or complaints.

We realize that not all people will feel comfortable in presenting their grievances to management, but we urge you to do so. You will not be retaliated against in any way for bringing concerns to management.

REVISED: 5-Jun-99

## Termination

In order to preserve **The Lusty Lady's** and each performer's options, it is understood that the employment relationship can be terminated, with or without cause, at any time by either party. No **The Lusty Lady** representative has any authority to enter into any agreement to the contrary.

~~Performers who have resigned their employment with proper notice or were laid off may be eligible for rehire based on the same terms and conditions as other applicants.~~
REVISED: 16-Mar-06

Voluntary Resignation: If you wish to voluntarily terminate your employment, please notify a Show Director before your next scheduled shift.

Layoffs: There are certain times when it may become necessary to lay off performers as a result of changing business conditions. Should it ever become necessary to lay you off, **The Lusty Lady** will try to give you at least two (2) weeks' notice, if possible.

Involuntary Termination: If, for any reason, your employment is terminated by **The Lusty Lady**, you may invoke the Complaint Resolution procedure (*see* page 20 of this Handbook) if you believe it is warranted, but you must do so within three working days of receiving notice of the termination. Again, the decision of the General Manager is final.
REVISED: 5-Jun-99

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# VI. HEALTH, SAFETY AND SECURITY

## Alcohol and Drug Abuse

Employees are strictly prohibited from possessing, selling, consuming, or being under the influence of any drug (except as authorized by a physician) or alcohol while on the property of **The Lusty Lady** or engaged in work for **The Lusty Lady**. Any violation of this policy will be grounds for immediate termination.

REVISED: 5-Jun-99

## Firearms and Weapons

Employees are strictly prohibited from possessing firearms (licensed or unlicensed) or weapons of any kind while on the property of **The Lusty Lady** or engaged in work for **The Lusty Lady**. Any violation of this policy will be grounds for immediate termination.

REVISED: 5-Jun-99

## Stage Names

WHEN YOU ARE AT WORK, YOU NEED TO USE A STAGE NAME. This policy is for each performer's personal security. If you are expecting a friend to pick you up after your shift, your friend must refer to you by your stage name.

Despite this policy, when working here you run the risk of being seen and recognized by people you know. We cannot prevent you from being recognized. You need to consider this issue very carefully when deciding to work for **The Lusty Lady**.

REVISED: 26 May-00

## Physical Safety and Safety Committee

A Safety Committee composed of employee elected representatives will meet with management, at minimum, once a month. Safety and Health Inspection Reports will be reviewed to help correct identified safety hazards. Accident investigations conducted since the previous meeting will be evaluated to determine if the cause(s) of the unsafe situation has been identified and corrected. Programs will be re-evaluated and recommendations for improvement made. Meetings will be documented as to participants present, issues raised, and resolutions reached.

**The Lusty Lady's** total Safety and Health Program includes an Exposure Control Plan, Exposure Determination guidelines, available Hepatitus B Vaccinations, OPIM Training, a written schedule for cleaning, a Hazard Communication Program, Chemical Hazard Communication Training, an Accident Prevention Program that includes a Safety

Committee with regularly scheduled meetings. All Program materials and MSDSs are available to any and all employees at all times.

Every employee at **The Lusty Lady** receives an on-the-job Safety Orientation designed to show them what their duties are and how to carry them out safely. As part of the Safety Orientation, all employees are guided through the facility and shown the location of the fire exits and the safest routes for exiting the building in case of fire, the location of all fire extinguishers and pull alarms, First Aid facilities, light switches, and electrical outlets.

Performers review the Performer handbook with their Supervisor so that special attention may be paid to the known hazards and safety issues, and to ensure that the performer is aware of precautions necessary to provide a safe working environment both for themselves and the other performers.

REVISED: 23-Dec-02

We need your help in our efforts to ensure the safety of our employees. Please observe the special safety rules of your work area as well as the following general rules of safety at all times:

1. All on-the-job injuries must be reported to a manager as soon as possible. If a manager is not on-site at the time of the incident, the on-call manager must be notified by telephone as soon as possible, as instructed in the Employee Safety Orientation. The affected employee should, depending upon the severity of the incident either: use one of the First Aid Facilities, call for assistance from another employee or manager, call, or have another employee or manager call 911. The affected employee will receive immediate medical attention as indicated by the severity of the incident.

REVISED: 23-Dec-02

2. Know and follow the safety rules established for your job, (*see* page *9*, item 5 "Inter-Performer Contact," of this Handbook). When in doubt, ask before proceeding.

REVISED: 23-Dec-02

3. Unsafe conditions and/or practices should be reported immediately to a manager. In addition, a note may be left in either the Safety Communication Box on the Show Director's door or in the Custodial Staff breakroom.

REVISED: 23-Dec-02

4. Follow these guidelines to reduce risks to yourself while dancing:
   - ◊ The bars around the windows are an aid to balance only and were not designed nor are intended to support your entire body weight.
   - ◊ There is an ergonomics workbook in the rear area of the dressing room. In it are stretching exercises that are recommended to prevent on-site injuries. The importance of pre-shift stretching cannot be overemphasized.
   - ◊ While on stage please be aware of other dancers and their possible movements. Use the bars for support throughout your shift as they can help maintain your balance, relieve muscle tension and reduce the possibility of injury. Watch out

that during floor movements you don't twist your knees--they are very susceptible to serious injury when your weight is unevenly distributed on them.

- ◊ Wearing high heels can impair your balance and can cause tension in your leg and feet muscles. Shoes with a broad base or platform give you more stability while lower heels cause less leg tension. The choice of footwear is yours as long as it conforms to the costuming requirements.

REVISED: 23-Dec-02

## Fire, Earthquake, Emergency Plan

In the case of a fire that is out of control (for example, a trash can fire that has spread beyond the receptacle) and is unlikely to be contained with a fire extinguisher, the Cashier will announce over the public address system that all customers are to immediately evacuate the building. The Cashier will then call the Dressing Room to ensure that the Performers have been notified of the emergency and instructed to evacuate the building. If there is sufficient time, the Cashier will then call 911 and leave the building.

In any case where evacuation is required employees are to regroup across from The Lusty Lady at 1st Avenue and University Avenue, under the "Hammering Man" statue in front of the Seattle Art Museum, so that the Cashier, or Manager can determine that everyone has safely left the building.

Emergency exits and exit routes are shown to each employee during their Safety Orientation. Exit diagrams, with clearly marked routes are both given to the employee and posted throughout the workplace. Special attention is given to the escape booth in the Live Show (booth #12), and the hinged hallway window on the Private Pleasures booth, which can be used during an emergency.

REVISED: 23-Dec-02

## Personal Belongings

While we strive to maintain a safe and secure workplace, we cannot guarantee the security of your personal belongings. We do provide all performers with a locker and a lock to store and secure their personal items, but we cannot assume the risk of loss or damage to belongings you leave in your locker or leave out in common areas.

There is a bicycle rack located near the front entrance available for employees to store their bicycles during their shifts. Bicycles are not permitted in the building. Employees must provide their own bicycle locks. Please do not store bicycles overnight. Bicycles stored overnight in violation of this directive will be removed. Again, we cannot guarantee the security of your personal belongings.

REVISED: 23-Dec-02

## Selling and Solicitation

The following policies are made for the safety and security of all employees and shall be strictly enforced.

The purpose of this policy is to maintain an orderly workplace, to avoid intrusion upon employees at their work, and to preserve employee safety and security throughout the premises. Accordingly, all employees must observe the following rules and report violations to their supervisor immediately:

1. Except for legitimate company purposes, and with prior Management authorization, individuals not employed by **The Lusty Lady** may not at any time solicit, survey, petition, or distribute literature on company property.
2. Employees may not solicit anyone for any purpose during work time. Work time includes that time for which the performer is paid and expected to be performing services for **The Lusty Lady**. This includes work time for both the employee soliciting and/or the employee being solicited.
3. Performers may post notices on the company's dressing room bulletin board provided that the communication:
   a) Does not personally attack **The Lusty Lady** personnel or customers;
   b) Does not violate the company's policy against harassment;
   c) Does not foster a hostile working environment;
   d) Makes every attempt at accuracy,
   e) Does not contain profanity;
   f) Includes a posting date;
   g) Includes a signature.

REVISED: 5-Jun-99

## Companion Policy

Some performers prefer to have a Support Staff employee accompany them to their cars or to a bus stop at shift end. **The Lusty Lady** will provide this service subject to the following guidelines:

- No performer shall be accompanied further than four blocks from the theater.
- The service is subject to Support Staff availability. Please inform the front desk during your last break that you want a Support Staff member to accompany you. Please be patient and respectful if they have other duties and cannot immediately accompany you off the premises.
- Support Staff are strictly prohibited from physically confronting anyone while on duty, or at any time while on the premises or accompanying you off premises. They are NOT bodyguards nor security personnel. They are to serve solely as a visible

deterrent and to call for assistance if necessary. If you don't believe a visible deterrent is enough protection, you should take other reasonable steps to protect yourself, such as calling a cab or having someone pick you up from work.

- This service is offered as an accommodation only. **The Lusty Lady** shall not be responsible or liable for any injury to the performer when she is off the premises, including any damage or injury caused by a Support Staff employee.

REVISED: 5-Jun-99

## Leave Policy

A leave of absence is available to non-probationary employees for specific periods of time under certain circumstances. It allows you to take time off from work for medical or personal reasons. All leaves are without pay.

A leave of absence must be requested in writing and submitted to a Show Director as soon as the need for such a leave is known. Failure to return from leave on or before the agreed-upon date may result in termination.

1. Disability Leave of absence. You may be granted a medical leave of absence if you are recovering from illness or accident. Medical leaves may be used for actual periods of disability associated with pregnancy or childbirth. **The Lusty Lady** will provide any Worker's Compensation Leave, Federal Family Leave Act/Family Rights Act Leave, or Pregnancy Disability Leave to the extent required by law. You must provide a doctor's certification of ability to return to work, with any limitations that are applicable, at the time you return from leave.
2. Personal Leave of absence. Under certain conditions, **The Lusty Lady** may grant you a personal leave of absence for specified periods of time. You can only be granted a leave if you have a satisfactory work record, and obtain the approval of your supervisor (a Show Director). The circumstances determine the length of the leave, but a personal leave of absence usually cannot exceed six (6) months.
3. Returning From a Leave. You may be required to re-audition. You may be put on-call until a space opens up. You must schedule an appointment with the Show Directors within one week of your return to go over any changes in operation or company policies that may have occurred during your leave of absence.

REVISED: 5-Jun-99

## STATEMENT OF UNDERSTANDING AND ACKNOWLEDGMENT OF RECEIPT

**I certify that I have received, read and understand The Lusty Lady Performer Handbook, revised 16 March 2006 (previous handbooks are superseded), a copy of which has been provided to me. I also understand that the statements contained in the Performer Handbook are not a contract and that my employment with The Lusty Lady is at-will. I also understand the Performer Handbook may be changed by The Lusty Lady at any time, and that this Handbook and any subsequent revisions supersedes any and all prior Handbooks and other employment materials and policies issued by The Lusty Lady.**

X_____

(Sign signature on the line above)

_____

(Print legal name on line above)

Date of Signature: _____

REVISED: 5-Jun-99

X_____

(Signature of Show Director)

_____

(Print Show Director's name)

REVISED: 23-Dec-02

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# FIRE EXIT DIAGRAM

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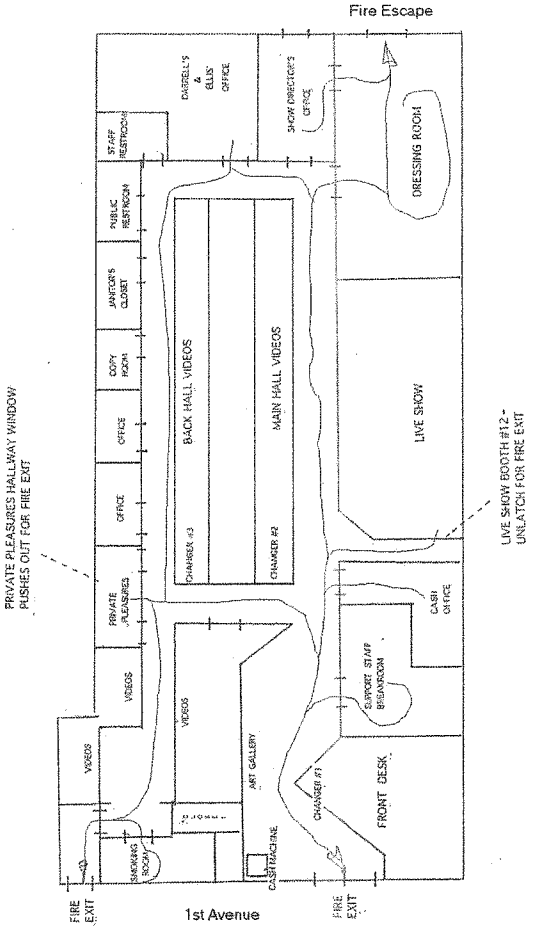


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